

David C. Wakefield, Esq. Bar #: 185736
Lightning Law, APC
10620 Treena Street, Suite 230
San Diego, CA 92131
Telephone: 619.485.4300; Facsimile: 619.342.7755
E-mail: dcw@DMWakeLaw.com; wakefieldlawassistant@gmail.com
Attorney for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**UNITED AFRICAN-ASIAN
ABILITIES CLUB, ON BEHALF
OF ITSELF AND ITS
MEMBERS; ANNA MARIE
WIGGINS, An Individual, ON
BEHALF OF ROBERT AARON
MCKISSICK**

Plaintiffs,

v.

**DEELS PROPERTIES, L.P.; AND
DOES 1 THROUGH 10, Inclusive**

Defendants.

Case No:

COMPLAINT

**DISCRIMINATORY
PRACTICES**

**[US Fair Housing Act of 1988 [42
U.S.C. §§ 3600 et seq, §3604(c),
§3604(f)(1-3), et seq.; CA
Government Code 12925, 12927,
12955; CA Civil Code §§ 51, 52,
54.3**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs make the following allegations in this civil rights action:

JURISDICTION AND VENUE

2. The federal jurisdiction of this action is based on the 42 U.S.C. §§ 3601, 3604 et. seq. - the U.S. Fair Housing Act Amendments of 1988 (Defendants' apartment property consist of four (4) or more residential units), and 42 U.S.C. § 12101 et. seq., the federal Americans With Disabilities Act. Venue is proper in this

1 United States District Court for the Central District of California pursuant to 28
2 U.S.C. § 1391(b), because a substantial part of Plaintiffs' claims arose within said
3 Judicial District.

4 **SUPPLEMENTAL JURISDICTION**

5 3. This United States District Court for the Central District of California has
6 supplemental jurisdiction over the California state claims as alleged in this
7 Complaint pursuant to 28 U.S.C. § 1367(a).

8 **NAMED DEFENDANTS AND NAMED PLAINTIFFS**

9 4. The term Plaintiffs as used herein specifically include the corporate Plaintiff
10 entity known as the United African-Asian Abilities Club, On Behalf Of Itself And Its
11 Members (hereinafter referred to as "Club" or "UAAAC"); and the individual
12 Plaintiff Anna Marie Wiggins and Robert Aaron Mckissick (hereinafter referred to as
13 "Wiggins" or the "named Individual Plaintiff". The Plaintiff Club and Plaintiff
14 Wiggins are sometimes collectively referred to as the "named Plaintiffs" or
15 "Plaintiffs".

16 5. Plaintiff United African-Asian Abilities Club (UAAAC) is registered and in
17 good standing as a Nevada corporation. The named individual Plaintiff Wiggins is a
18 member of the Plaintiff Club organization.

19 6. Plaintiffs are informed, believe, and thereon allege that named Defendant
20 DEELS PROPERTIES, L.P. is the operator of the apartment rental business known
21 as The Village Apartments located at 17442 Sherman Way Lake Balboa, CA 91406.
22 Plaintiffs are informed, believe, and thereon allege that Defendant DEELS
23 PROPERTIES, L.P. is the owner, operator, and/or lessor of the real property located
24 at 17442 Sherman Way Lake Balboa, CA 91406 (hereinafter referred to as the
25 "Property").

26 7. Defendant DEELS PROPERTIES, L.P. is, and at all times mentioned herein
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1 were, a business or corporation or franchise, organized and existing and/or doing
 2 business under the laws of the State of California. Defendants Does 1 through 10,
 3 were at all times relevant herein subsidiaries, employers, employees, and/or agents of
 4 the named Defendants.

5 CONCISE SET OF FACTS

6 8. The named Individual Plaintiff Wiggins is the sister of Robert Aaron
 7 McKissick who has cerebral palsy, uses a wheelchair for mobility, is unable to walk
 8 any distance, and he also has severe speech and vision disabilities. McKissick is
 9 totally dependent on Plaintiff Wiggins due to his disabilities. Plaintiff Wiggins and
 10 McKissick are also members of the Plaintiff Club. The individual Plaintiff Wiggins
 11 intended to go the Defendant's Property to access Defendants' rental services.
 12 Plaintiff Wiggins has actual knowledge of the overt and obvious physical and
 13 communication barriers at Defendants' Property. Plaintiff Wiggins determined that
 14 the open and obvious physical barriers that exist at Defendants' Property directly
 15 related to her brother's disabilities, and that it would be impossible or extremely
 16 difficult for them to physically access Defendants' on-site rental services. See ¶¶ 25.
 17 Plaintiff Wiggins had knowledge and determined that it would be futile gesture for
 18 her to go to the Property. Plaintiff Wiggins had knowledge of access barriers at the
 19 Property and determined that it would be futile gesture for her to go to the Property
 20 on the date that she had intended. The named Individual Plaintiff Wiggins was
 21 deterred by her actual knowledge of the physical and communication barriers that
 22 exist at Defendants' Property and also Defendants' website communication barriers.
 23 As used herein, website means any internet website where Defendants control the
 24 content. Exhibit B states the websites controlled by Defendants. Plaintiff Wiggins
 25 also attempted to access Defendants' rental services on Defendants websites but
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1 experienced great difficulty due to Defendants' failure to provide accessible website
2 features.

3 9. The named Individual Plaintiff Wiggins attempted to use Defendants' website to
4 access Defendants' online rental services. The named Individual Plaintiff Wiggins
5 could not determine from Defendants' website content whether Defendants' rental
6 services at the property or off the property, and common areas at the property were
7 physically accessible to her with her brother McKissick. The named Individual
8 Plaintiff Wiggins requested that Plaintiff Club assist him to obtain information
9 regarding the physical accessibility of Defendants' on-site office where Defendants'
10 offer its rental services. In response to the named Individual Plaintiff's request,
11 Plaintiff Club sent one of its members to Defendants' physical on-site office. The
12 named Individual Plaintiff Wiggins personally reviewed all the information and
13 photographs of Defendants' property. As a result, the named Individual Plaintiff has
14 actual knowledge of the overt and obvious physical and communication barriers at
15 Defendants' Property. The named Individual Plaintiff Wiggins determined that the
16 open and obvious physical barriers that exist at Defendants' Property directly related
17 to McKissick's disabilities, and that it would be impossible or extremely difficult for
18 him to physically access Defendants' on-site rental services. See ¶¶ 25. The named
19 Individual Plaintiff Wiggins had actual knowledge and determined that it would be
20 futile gesture for her to go to the Property on the date that she had intended. The
21 named Individual Plaintiff Wiggins was deterred by her actual knowledge of the
22 physical and communication barriers that exist at Defendants' Property and website.
23 The named Individual Plaintiff made a written request to Defendants' for an
24 accommodation to have equal access to Defendants' rental services and to eliminate
25 the communication and physical barriers to Defendants' rental services, both online
26 and at the property. At the end of this action, the named Individual Plaintiff
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1 Wiggins intends to return to Defendants' website and physical office on or off the
2 property location to obtain rental information and verify that the communication and
3 physical barriers to Defendants' rental services are removed.

4 10. The named Plaintiff Club is an organization that advocates on the behalf of its
5 members with disabilities when their civil rights and liberties have been violated.
6 Plaintiff Club and Plaintiff Wiggins investigated Defendants' websites and apartment
7 Property in June, 2022, and in July, 2022. The named Plaintiffs investigated
8 Defendants apartment property and Defendants websites. Plaintiff Club member
9 Sharon Riguer investigated the Property on the Internet websites. Additional
10 Plaintiff Club members investigated Defendants websites and found that they did not
11 provide equal access. The results of the research from Club Member Sharon Riguer
12 are contained in the Exhibit B to this Complaint. Club members ascertained that
13 Defendants' rental services at Defendants Property were not physically accessible to
14 Plaintiff Wiggins by a Club member with a disability who went to Defendants'
15 apartment Property, and said Club member attempted to access Defendants' on-site
16 rental services.

17 11. Plaintiff Club diverted its time and resources from its normal purposes
18 because of Defendants' service, policy, program and physical barriers to Defendants
19 rental services at Defendants' websites and Property. Club personnel conducted
20 detailed Internet searches to determine if Defendants provide large print, deaf
21 interpreter, therapy animal, the required reasonable accommodation policy, and
22 required reasonable modification policy. Further, the Club retained contractors to
23 investigate said policies, to survey the property, to photograph the property, to
24 investigate when the Property was constructed, to investigate the Property ownership
25 and to have an access report prepared. Plaintiff Club also diverted staff to
26 investigate Defendants' Internet presence to determine compliance with the FHA and
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1 ADA. Plaintiff Club also investigated Defendants' written rental materials such as
2 brochures, rental applications and leases. Moreover, Plaintiff Club made an oral
3 investigation to ascertain Defendants' companion animal, deaf interpreter and
4 reasonable accommodation and reasonable modification policies. Plaintiff Club also
5 caused a physical access consultant to be retained to survey Defendants' facility.
6 Plaintiff Club's findings regarding Defendants' rental services and facilities were
7 incorporated into an Access Report. The Access Report also details the known overt
8 and obvious physical access violations at the Property, but it is not intended as an
9 exhaustive list of existing violations. Due to these necessary activities to investigate,
10 Plaintiff Club's time and resources were diverted from its normal activity. Plaintiff
11 Club suffered injury and also suffered monetary damages due to the diversion of the
12 Club's resources from its normal purposes.

13 12. Plaintiffs allege that Defendants control, operate, and maintain website at
14 <https://www.thevillagedp.com/> where Defendants offer its rental services.
15 Additionally, Defendants have a physical office location at the Property where they
16 also offer their rental services.

17 13. Plaintiffs allege that Defendants' websites have a close nexus to Defendants' on-
18 site rental services because the websites refer to Defendants' rental services that are
19 offered at Defendants' actual physical rental office. Therefore, Plaintiffs allege that
20 the websites are also places of public accommodation. Defendants control the
21 websites to the extent that Defendants can change the website content to make
22 modifications to comply with the FHA and ADA. Therefore, Plaintiffs allege that
23 Defendants can modify the content of Defendants' websites to improve access for
24 Plaintiffs and people with disabilities.

25 14. In this case, the named Plaintiffs allege that the Defendants failed to provide a
26 TTY number or the text messaging system for Plaintiffs and other people that are
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1 deaf or people with speech conditions. Plaintiff Club members have speech
2 disabilities. Moreover, Plaintiff Club alleges that the Defendants did not modify their
3 websites to eliminate non-readable text to allow the blind and people with low vision
4 to use the screen reader software to access the information on the website, yet they
5 also failed to use large print on their websites. See Exhibit B to this Complaint.
6 Plaintiffs assert that most popular screen reader programs are called Jobs Access
7 With Speech or “JAWS” and Apple’s VoiceOver Software. Defendants actions
8 discriminate against Plaintiff Club, specifically Club members who have low vision
9 disabilities. Each of the Club members above cannot use the websites controlled by
10 the Defendants. Modifications to Defendants’ websites will not fundamentally alter
11 the rental services provided and will also not cause an undue burden to Defendants,
12 because the cost is less than One Thousand Dollars (\$1,000).

13 15. On June 8, 2022, and June 26, 2022, Plaintiff Club attempted to make a
14 request to the Defendants for reasonable accommodation at the property. On July
15 23, 2022, the named individual Plaintiff Wiggins and Plaintiff Club emailed to the
16 Defendants a written request for a reasonable accommodation. In July, 2022,
17 Plaintiff Wiggins and Plaintiff Club, mailed a written request for a reasonable
18 accommodation. Defendants failed to respond to any of Plaintiffs requests for
19 reasonable accommodation as of the date of the filing of this Civil Complaint.
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21 16. Plaintiffs are not able to access Defendants rental services due to existing
22 overt and obvious communication and physical barriers to access Defendants’ rental
23 services both at its online website and at the onsite physical office. Due to the overt
24 and obvious physical barriers as alleged herein below, which are required to be
25 removed, Plaintiffs requested that Defendants accommodate them to provide access
26 to Defendants’ rental services.
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1 17. The named Plaintiffs allege that an accommodation is also obvious when a
2 whole group of the protected persons requires it. For example, when the public
3 without disabilities are required to get up to a second level, the public would be very
4 disturbed if they were required to request steps to go up to second level. When the
5 accommodation is specific to a particular person with a disability, then that person
6 may be required to make a request, because the accommodation is not obvious.

7 18. Plaintiffs allege that they are not required to make a request for reasonable
8 accommodation and for auxiliary aids when the barriers to communication are overt
9 and obvious. However, in the present case, Plaintiffs did make such requests for
10 accommodation to eliminate overt and obvious barriers to its rental services
11 communications. Plaintiffs allege that providing effective contact information for
12 Defendants' rental services on the internet is an obvious accommodation. The
13 general public does not need to request a contact number from the Defendant
14 apartment owner or operator when they desire to rent a place. Defendants provide the
15 contact number on their website. Therefore, Plaintiffs allege that Defendants are
16 required to provide the obvious accommodation of effective communication for
17 people that are deaf or with speech impediment on their website without a request.
18 Defendants must make their rental services accessible without the need for a prior
19 request. Furthermore, Defendants have a duty to remove architectural barriers and
20 communication barriers to their rental services without request.

21 19. Plaintiffs allege that there is disparate treatment on the internet related to the
22 amenities being offered to people without disabilities and people with disabilities.
23 All the below facts and the facts stated elsewhere herein have a disparate impact on
24 the disability community. The named Plaintiffs experienced and have knowledge of
25 the below facts that the Plaintiffs ascertained from Defendants' websites. Defendant
26 operates an apartment property. The property is located at 17442 Sherman Way,
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1 Lake Balboa, CA 91406. The property was built in 2003 and has 2 stories with 32
2 units. The rent is approximately: \$2,627 - \$3,109. The internet provides a wealth of
3 information regarding the property. The internet advertises that the property has
4 amenities that include: Unique Features: Balcony or Patio*, BBQ/Picnic Area, Built-
5 In Microwave, Central Heat and Air, Courtyard, Dishwasher, Equipped Kitchen with
6 All Black Appliances, Fireplace, Gas Stove, Hard Surface Flooring, Intercom,
7 Mirrored Closet Doors, Plush Carpeting, Wag; Community Amenities: Package
8 Service, Laundry Facilities, Property Manager on Site, Public Transportation, Gated,
9 Courtyard, Picnic Area; Apartment Features: Air Conditioning, Fireplace, Intercom,
10 Dishwasher, Kitchen, Microwave, Balcony, Patio; Pet Policies (Pets Negotiable)
11 Dogs Allowed: Restrictions: Restrictions: Pet Size? Breed? some restrictions may
12 apply. Please contact the building manager for more info. Pets Welcome (ask about
13 our policy). Pet deposit: \$500; Monthly pet rent: \$35; Cats Allowed: Restrictions:
14 Restrictions: Pet Size? Breed? some restrictions may apply. Please contact the
15 building manager for more info. Pets Welcome (ask about our policy). Pet deposit:
16 \$500, Monthly pet rent \$35; Parking: Surface Lot: 1 space, Assigned Parking;
17 Covered: Unassigned Parking; Application Fee \$35; Utilities Included: Trash
18 Removal; Lease Options 12, 13, 14, 15, 16, 17, 18. The property advertises on
19 thevillagedp.com, rentcafe.com, yelp.com, trulia.com, westsiderentals.com,
20 apartmentfinder.com, zillow.com. It is very important to know that on
21 thevillagedp.com, rentcafe.com, trulia.com, westsiderentals.com,
22 apartmentfinder.com, zillow.com, there is the equal housing opportunity logo. The
23 plaintiff alleges that there is disparate treatment on the internet related to the
24 amenities being offered to people without disabilities and people with disabilities.
25 For example, the tow signage was not installed. The accessible parking space had an
26 access aisle, which was not van accessible. The aisle did not have the “no parking”
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1 included in the access aisle. The office had a high threshold. There was no
2 International Symbol of Accessibility signage. The Internet does not state the
3 accessible amenities at all. Also, the statement the “equal housing opportunity
4 statement” is misleading. In fact, the property is not completely accessible. All the
5 above facts and the facts stated herein have a disparate impact on the disability
6 community.

7 20. On Defendants’ websites, they allow the public without deafness and without
8 speech impairments to participate by providing them with a telephone number to
9 call. However, Plaintiff Club members that are deaf and or with speech impairments
10 are denied equal access to participate because the Defendants do not have any
11 effective communication.

12 21. Defendants provide websites for people without disabilities to benefit from the
13 rental services without going to the apartments to learn about the properties.
14 However, for people with disabilities that require the access to the facility, the
15 Defendants do not provide any information on the websites regarding if the rental
16 services on or off the site is accessible. Moreover, the Defendants provide the
17 telephone number for the public to call to inquire about the rental services without
18 providing any effective alternative communications for Plaintiffs and other people
19 that are deaf or have speech impairments.

20 22. For people without disabilities, the Defendants provide all of the information
21 on their websites. For Plaintiffs with disabilities, Defendants require them to travel to
22 the Property to determine if it is accessible, then require them to request the effective
23 communication, and then thereafter to request a reasonable accommodation to the
24 overt and obvious communication barrier. Therefore, Defendants require Plaintiffs
25 and other people with disabilities to suffer a separate benefit.

26 23. Additionally, the named Plaintiffs are alleging photograph discrimination
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1 related to the physical access of each of the apartments within Exhibit B to this
2 complaint. The purpose of Defendants' internet photographs is to entice perspective
3 renters to apply online or to contact the Defendants to rent a place. Defendants'
4 internet photographs only entice people without mobility disabilities. Defendants'
5 internet photographs exclude any photographs of any accessible features that would
6 aid the Plaintiffs. For example, there is no photograph of accessible parking. There
7 are no photographs of the accessible route to the rental office. There are photographs
8 of the accessible route to the manager's office. There are no photographs related to
9 the access to get into and use the rental or manager's office. There are no
10 photographs related to the accessible route of the common area. There are no
11 photographs of the accessible units. In fact, all the photographs lead a person with a
12 mobility disability to believe that the apartments are not accessible, or that they must
13 have someone go to the properties to make sure it is accessible. However, people
14 without disabilities are not required to go to the Property to see if it is accessible.

15 24. Defendants websites and Defendants' rental services are not integrated for
16 people with disabilities as required. Plaintiffs are required to request an
17 accommodation. People without disabilities can access the websites and the rental
18 services without any problem, but Plaintiffs and other people with disabilities are
19 required to request for separate rental services. People with mobility conditions are
20 not integrated when using the websites because they must go to the apartments to
21 determine if they are accessible, but people without disabilities need only access
22 Defendants' websites to determine they can use them. People that are blind and with
23 low vision disabilities must request help to read the website information because the
24 printed information is too small, but people without disabilities can access the
25 websites without asking for help. Plaintiffs and other people with deafness or people
26 with speech condition must ask for help calling the number on the websites, because
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1 Defendants fail to provide a TTY number to contact, or Defendants fail to provide a
2 texting system. Defendants discriminated against the Plaintiffs.

3 25. Plaintiff Club member went to Defendant's apartment facilities at the Property
4 twice in June, 2022, to access the rental services office. The Named Individual
5 Plaintiff has actual knowledge of Defendants' overt and obvious physical barriers,
6 that relate to this Plaintiff's disabilities, to Defendants' Property on-site rental
7 services office that this Named Individual Plaintiff intended to visit twice in June,
8 2022, but this Plaintiff was deterred from accessing Defendant's rental services
9 office located on the Property. Defendants provide rental information, rental
10 applications, and other rental services on-site at the Property. Defendants' agents
11 confirmed to the Plaintiffs that rental information, rental applications, and other
12 rental services were available on-site at the Property. Defendants' rental services
13 office at the Property is not accessible. Defendants' path of travel from the sidewalk
14 to the rental services office is not accessible since it has excessive slopes without
15 handrails and step changes in level along the path. There is a slope without handrails
16 that must be traversed to access the main gated entrance door leading into the
17 complex. The main gated entrance door fails to have the required smooth and
18 uninterrupted surface at the bottom of the door. The operating hardware on the gated
19 entrance door is a round knob, made further inaccessible by metal encircling the
20 round knob. Defendant's callbox is located too high to be accessible. Defendants do
21 not provide the required directional signage as to the designated path of travel from
22 the sidewalk to Defendant's rental services office. Defendant's rental services office
23 entrance is not accessible due to a significant step change in level at the rental
24 services office door threshold that is not beveled or ramped. The Named Individual
25 Plaintiff has mobility disabilities and these step changes in level, excessive slopes,
26 and the other stated issues cause the path of travel and the rental services office entry
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1 to be not accessible. Defendants failed to provide any directional signage indicating
2 an alternate accessible path of travel to the rental services office. Defendants failed
3 to provide the required fully compliant van accessible disabled parking for the rental
4 services office. Defendants failed to provide a dimensionally compliant van
5 accessible disabled parking space and disabled parking access aisle, the required
6 disabled parking signage, including tow away signage, fine signage, ground
7 markings, and failed to locate said parking on a level surface and nearest the rental
8 services office. Defendants also failed to provide compliant tow away signage. The
9 Named Individual Plaintiff requires the use of a compliant van accessible disabled
10 parking space to safely exit and re-enter the vehicle. Defendants' failure to provide
11 the required compliant disabled parking, disabled parking access aisle, disabled
12 parking disability signage, access aisle, and disability ground markings, such that the
13 Named Individual Plaintiff is not able to safely park at Defendants' establishment
14 since the individual Plaintiff may be precluded from exiting or re-entering the
15 vehicle if the disabled parking and disabled parking signage is not present and others
16 park improperly. Additionally, Defendants failed to provide the required accessible
17 path of travel from the parking area to the rental services office since the existing
18 path of travel has step changes in level and slopes that exceed the maximum
19 permitted. Additionally, Defendants overt and obvious communication barriers were
20 also present at the rental services office twice in June, 2022. Defendants failed to
21 provide any method of text communication with their rental services office and
22 failed to publish any information as to how to initiate text communication contact.
23 The Named Individual Plaintiff had actual knowledge of these barriers at
24 Defendants' Property that Plaintiff intended to visit, and the Named Individual
25 Plaintiff was deterred from accessing Defendants' rental services office at the
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1 Property again in July, 2022. Exhibit C contains photographs taken by the Plaintiffs
2 at the property. See also Exhibit B.

3 26. Plaintiff Club and the named Individual Plaintiff desire to make sure that
4 Defendants' rental services at Defendants' physical office location and Defendants'
5 websites are fully accessible to Plaintiff Club's members, the named Individual
6 Plaintiff, and other people with disabilities. Plaintiff Club, its Club members, and the
7 named Individual Plaintiff all have actual knowledge of Defendants' discriminatory
8 conditions, and they are currently deterred from attempting further access until the
9 barriers are removed. Plaintiff Club and the named Individual Plaintiff intend to
10 return to Defendants' Property and Defendants websites at the end of this action to
11 obtain rental services, and to verify that the communication and architectural barriers
12 are removed. The named Plaintiffs' intent to return is genuine. In this case, Plaintiff
13 Club has numerous members residing near Defendants Property. Plaintiff Club's
14 members have actual knowledge of the discriminatory conditions as alleged herein
15 when the Plaintiff Club investigated the Property and the rental services and
16 determined that the Club members would not be able to use the rental services due to
17 the discriminatory conditions. Therefore, Plaintiff Club members were and are
18 deterred from visiting the properties. Plaintiff Members were not required to
19 actually visit the properties. See *Civil Rights Education & Enforcement Center v.*
20 *Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017). However, a member of
21 Plaintiff Cub did visit and attempt to access Defendants' rental services at
22 Defendants' physical office at the Property. Plaintiff Club and the individual
23 Plaintiff have specific plans to visit at the conclusion of this case to obtain rental
24 information and to verify the Defendants ceased its discriminatory conduct by
25 removing communication and physical barriers to access to the rental services.
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**FIRST CAUSE OF ACTION: DISCRIMINATORY PRACTICES IN
HOUSING ACCOMMODATIONS – FAIR HOUSING ACT CLAIMS**

27. FHA Standing:

Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this complaint, Defendants discriminated against Plaintiffs in violation of FHA sections § 3604(f)(1- 3) and 42 § 3604(c), as further detailed below. As a result, the present named Plaintiffs suffered injury as a result of Defendants discriminatory actions, and named Plaintiffs now pray for damages, injunctive relief, declaratory relief, and other relief as hereinafter stated. The Federal Fair Housing Act applies to Defendants' apartment complex since it has more than 4 residential units. FHA standing is substantially broader than standing under the ADA due to the critically important need of adequate availability of housing for the disabled. A potential plaintiff is not even required to have an interest in renting a particular property or dwelling to have standing. *Smith v. Pacific Properties and Development Corp*, 358 F.3d 1097, 1099 (9th Cir 2004) [Testers have standing to bring Fair Housing Act claims, *Id* 1099, 1104]. Under the Act, any person harmed by discrimination, whether or not the target of the discrimination, can sue to recover for his or her own injury. *See Trafficante v. Metropolitan Life Ins. Co.*, 409 U.S. 205, 212, 93 S.Ct. 364, 34 L.Ed.2d 415 (1972). "This is true, for example, even where no housing has actually been denied to persons protected under the Act." *San Pedro Hotel v City of Los Angeles*, 159 F.3d 470, 474-475 (9th Cir 1998). In the present case, the named Plaintiffs alleged they suffered the injury of discriminatory conduct by Defendants, and that the named Plaintiffs suffered monetary and other damages as a result. The named Plaintiffs seek injunctive relief as well as damages, both of which are available under 42 USC § 3613(c). Assuming *arguendo* in the present case, that prospective injunctive relief was not available to Plaintiffs due to mootness or otherwise, which Plaintiffs dispute; the named Plaintiffs are still permitted to recover

1 damages under their federal FHA claims. *Harris v Itzakhi*, 183 F.3d 1043, 1050 (9th
 2 Cir 1999) [During the appeal in *Harris* case, the plaintiff therein moved Three
 3 Thousand (3000) miles away and her injunctive claims became moot. However,
 4 Plaintiff's claim for damages survived and was not affected]. In the present case,
 5 while Plaintiffs can satisfy the injunctive relief prudential standing requirements, the
 6 above Ninth Circuit *Harris* court authority makes it clear that those prudential
 7 standing requirements for injunctive relief are not applicable to Plaintiffs FHA
 8 damage claims. Hence, in the present case, Plaintiffs damage claims survive even if
 9 prospective injunctive relief is not available. The present Plaintiff Club has
 10 organization standing separately on its own under the FHA. Additionally, under the
 11 FHA, Plaintiff Club has associational standing to assert its Club member claims
 12 since it only seeks injunctive and declaratory relief as to its Club members. Plaintiff
 13 Club and the named Individual Plaintiff have standing with respect to the following
 14 FHA claims.

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 16 CLAIM I: Discrimination In Violation of 42 § 3604(f)(1) - Failure To Have A
 17 Policy For Receiving Prospective Tenant Accommodation Requests, Failure To
 18 Train Staff, And Failure To Make The Policy Known To The Plaintiffs

19 28. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 20 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
 21 this FHA section. This FHA statute states it is unlawful to discriminate in the sale or
 22 rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter
 23 because of a handicap of (A) that buyer or renter; (B) a person residing in or
 24 intending to reside in that dwelling after it is so sold, rented, or made available; or...
 25 §3604(f)(1) [emphasis added]. See *Texas Dept. of Housing and Community Affairs*
 26 *v Inclusive Communities Project*, 135 S.Ct. 2507, 2519 (2015) [FHA statutory
 27 scheme permits disparate impact claims, and those type of claims do not require
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1 intent]. due to Defendants' communication and architectural barriers, Defendants
 2 discriminated against Plaintiffs by failing to have a policy, practice, or method for
 3 Plaintiffs to make a reasonable accommodation request for equal access to their
 4 rental services on their website or at their on-site office at the Property. Defendants
 5 have an affirmative duty to have a policy, process to receive such accommodation
 6 requests and to respond to said requests. See *Giebeler v. M & B Associates*, 343 F.3d
 7 1143 (9th Cir. 2003). As a result, Defendant caused Plaintiffs to suffer disparate
 8 impact discrimination.

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 10 CLAIM II: Failure to Engage in Interactive Process In Violation Of The Fair
 11 Housing Act And California Fair Employment And Housing Act

12 29. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 13 complaint, Plaintiffs suffered discrimination by Defendants in violation of FHA
 14 section § 3604(f)(1) and § 3604(f)(2). Plaintiffs contend that Defendant failed to
 15 engage in a good-faith interactive process to determine and to implement effective
 16 reasonable accommodations so that Plaintiffs could gain equal access Defendants'
 17 rental services, to apply for a lease, or to allow Plaintiffs to access Defendants'
 18 physical rental office and apartments.

19 CLAIM III: Discrimination In Violation of 42 § 3604(f)(2)

20 30. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 21 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
 22 this FHA section § 3604(f)(2). This FHA section states "it shall be unlawful to
 23 discriminate against any person in the terms, conditions, or privileges of sale or
 24 rental of a dwelling, or in the provision of services or facilities in connection with
 25 such dwelling". Plaintiffs more specific factual basis for this claim is set forth
 26 above at ¶¶ 23-26 above. As previously stated, the named Individual Plaintiff was a
 27 prospective renter and Plaintiff Club was also seeking rental housing on behalf of the
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1 named Individual Plaintiff ¶¶8 – 26 above. In the instant case, Defendant’s office
2 located on the Property is a “facility” in connection with the rental of a dwelling and
3 the on-site rental services provided within the office fall within the FHA statute. In
4 the instant case, the named Plaintiffs both assert that Defendant’s failure to remove
5 communication and architectural barriers to permit access to Defendant’s on-site
6 rental services contained within the office is a separate, independent, actionable
7 violation of this FHA section § 3604(f)(2), even without reference to the ADA as a
8 predicate. Plaintiffs have alleged that Defendants’ Property has overt and obvious
9 physical barriers to access its rental services provided in its on-site office. See ¶¶25 -
10 26. The 9th Circuit *Smith* court stated that the mere observation of overt architectural
11 barriers is actionable. *Smith* at 1104 [“To read an additional standing requirement
12 into the statute beyond mere observation, however, ignores that many overtly
13 discriminatory conditions, for example, lack of a ramped entryway, prohibit a
14 disabled individual from forming the requisite intent or actual interest in renting or
15 buying *for the very reason* that architectural barriers prevent them from viewing the
16 whole property in the first instance” (emphasis in original)]. The *Smith* court found
17 Defendants liable under this FHA subsection even though that case did not involve
18 ADA Title III claims. However, Plaintiffs did not just allege that Plaintiff Club
19 observed Defendant’s overt architectural barriers, but Plaintiffs alleged that a
20 Plaintiff Club member experienced the barriers, that the named Individual Plaintiff
21 had actual knowledge of Defendants’ communication and architectural barriers and
22 Plaintiff Wiggins was deterred from obtaining equal access to Defendant’s office
23 facility and its rental services located therein. Defendants also discriminated against
24 Plaintiffs by failing to modify its practices and policies to provide access via other
25 methods of access to its rental services contained within the rental office.
26 Defendant’s failure to remove the architectural and communication barriers to access
27 its facilities and the rental services located therein, or to provide an accommodation
28

1 to provide methods of alternate access to the office facility, providing rental services
2 constitutes the prohibited discrimination, separately and independently.

3 Additionally, Defendant's conduct is also prohibited under ADA Title III and
4 constitutes a second, separate, independent source of discrimination against Plaintiffs
5 in violation of FHA § 3604(f)(2). Since Defendants discriminatory conduct involves
6 Defendants' rental facilities and its rental services located therein, Plaintiffs assert
7 any discriminatory conduct found in violation of ADA Title III also constitutes
8 prohibited "discrimination" under FHA § 3604(f)(2).

9 CLAIM IV: Discrimination In Violation of 42 § 3604(f)(3)(A and B only)

10 31. Plaintiffs do not make any claim against Defendants for a failure to "design
11 and construct" pursuant to § 3604(f)(3)(C). Based on the facts plead at ¶¶ 8 - 26
12 above and elsewhere herein this complaint, Plaintiffs suffered discrimination by
13 Defendants in violation of FHA sections § 3604(f)(3)(A, B) only. The FHA requires
14 that "...[f]or the purposes of this subsection, discrimination includes-- (B) a refusal
15 to make reasonable accommodations in rules, policies, practices, or services, when
16 such accommodations may be necessary to afford such person equal opportunity to
17 use and enjoy a dwelling..." 42 § 3604(f)(3)(B). See also *Giebler v. M & B*
18 *Associates*, 343 F.3d 1143 (9th Cir 2003). Defendants improperly refused Plaintiffs'
19 repeated written and other requests for an accommodation to have equal access to its
20 rental services.

21 CLAIM V: Discrimination In Violation of 42 § 3604(c) As To NSA

22 32. Based on information, belief, and the facts plead at ¶¶ 8 – 26 above and
23 elsewhere herein, Plaintiffs herein alleges that Defendants caused Plaintiffs to suffer
24 the injury of discrimination since Defendants violated 42 U.S.C. §§ 3604 (c) with
25 respect to its notices, statements, and advertisements ("NSA"). Plaintiffs allege that
26 Defendants discriminated against them when Defendants made, printed, or
27
28

published, or caused to be made printed, or published notices, statements, or advertisements (“NSA”) that suggest to an ordinary reader a preference to attract tenants without disabilities. Defendants' Internet advertising regarding its rental services has an unlawful disparate impact on Plaintiffs.

SECOND CAUSE OF ACTION : **Violation of California Fair Housing Act**

33. Failure to Provide Obvious Reasonable Accommodation and Modification:

Based on information, belief and the facts stated above at ¶¶ 8 – 26 above and elsewhere in this complaint, Plaintiffs allege that Defendants refused to make reasonable accommodations in rules, policies, practices, or services in violation of CA Government Code sections 12927 and 12955.2, when these accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy Defendants’ rental services. As stated in detail above, Defendants refused to make reasonable accommodations with the instant Plaintiffs and discriminated against each of them on the basis of disability.

THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS- **Claims Under The Americans With Disabilities Act Of 1990**

34. ADA Standing:

ADA Title III does cover public and common use areas at housing developments when these public areas are, by their nature, open to the general public. An office providing rental services is open to the general public. (See U.S. Department of Justice - ADA Title III Technical Assistance Section III-1.2000, Illustration 3, rental office covered). The parking and paths of travel to the rental office are also covered. *See* Section III–1.2000, ADA Title III Technical Assistance Manual, <http://www.ada.gov/taman3.html> (“ILLUSTRATION 3: A private

residential apartment complex contains a rental office. The rental office is a place of public accommodation”). See *Kalani v Castle Village, LLC*, 14 F.Supp.3d 1359, 1371 (E.D.Cal, 2014)[citing *Johnson v. Laura Dawn Apartments, LLC*, 2012 WL 33040 at *1 n. 1 (E.D.Cal.2012) (Hollows, M.J.) (“[t]he leasing office of an apartment is a place of public accommodation.”) . In the present case, the named Plaintiffs have sufficiently alleged that Defendants have an office at the Property that provides rental services. Following prior sister Circuit Courts of Appeals decisions, our Ninth Circuit Court very recently held that an ADA Plaintiff can be only a “tester” and have standing. See *Civil Rights Education & Enforcement Center v. Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017) [the Ninth Circuit CREEC court held (1) ADA “tester” standing is valid and a Plaintiff’s motivation for visit is “irrelevant”, and (2) an ADA “deterrent effect doctrine” claim does not require a Plaintiff to have a personal encounter with the barrier to equal access, only to have knowledge of the barrier] citing *Havens Realty Corp. v. Coleman*, 455 U.S. 363, 372–74, 102 S.Ct. 1114 (1982); *Smith v. Pacific Properties and Development Corp*, 358 F.3d 1097, 1102-1104 (9th Cir 2004); *Chapman v. Pier 1 Imports (U.S.) Inc.*, 631 F.3d 939 (9th Cir 2011, en banc); *Houston v. Marod Supermarkets, Inc.*, 733 F.3d 1323, 1335–37 (11th Cir. 2013); *Colo. Cross Disability Coal. v. Abercrombie & Fitch Co.*, 765 F.3d 1205, 1210–11 (10th Cir. 2014). In the present case, the named Plaintiffs each have ADA standing. Plaintiffs have alleged that Defendants discriminated against Plaintiffs in violation of ADA Title III statutes and regulations as detailed further in the ADA claims stated below. As a result, the named Plaintiffs have each suffered injury and each seek only injunctive and declaratory relief pursuant to their ADA Claims.

CLAIM I: Auxiliary Aids – Failure To Effectively Communicate

35. 42 United States Code 12182(b)(2)(iii) states, "a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied

1 services, segregated or otherwise treated differently than other individuals because of
 2 the absence of auxiliary aids and services, unless the entity can demonstrate that
 3 taking such steps would fundamentally alter the nature of the good, service, facility,
 4 privilege, advantage, or accommodation being offered or would result in an undue
 5 burden;..." Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
 6 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
 7 violated said provision. Plaintiffs set forth the factual basis for this claim most
 8 specifically at ¶¶ 13 -14, 16-24 above. The ADA "applies to the services of a place
 9 of public accommodation, not services *in* a place of public accommodation. To limit
 10 the ADA to discrimination in the provision of services occurring on the premises of a
 11 public accommodation would contradict the plain language of the statute." Nat'l
 12 Fed'n of the Blind v. Target Corp., 452 F. Supp. 2d 946, 953 (N.D. Cal. 2006)
 13 (emphasis added) (citing *Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d
 14 1104, 1115 (9th Cir. 2000) [holding that "whatever goods or services the place
 15 provides, it cannot discriminate on the basis of disability in providing enjoyment of
 16 those goods and services"])). An ADA plaintiff may challenge a business' online
 17 offerings as well. So long as there is a "nexus"—that is, "some connection between
 18 the good or service complained of and an actual physical place"—a plaintiff may
 19 challenge the digital offerings of an otherwise physical business. *See Gorecki v.*
 20 *Hobby Lobby Stores, Inc.*, 2017 WL 2957736, at *4 (C.D. Cal. June 15, 2017) [Case:
 21 CV 17-1131-JFW (SKx)]. The ADA requires the Defendants to provide effective
 22 communication to the instant Plaintiffs and to people with disabilities. In the
 23 present case, Plaintiffs experienced and have knowledge that Defendants failed to
 24 have a required procedure to provide effective communication. Plaintiffs allege that
 25 Defendants failed to train their staff on the way to use the auxiliary aids. Defendants
 26 did not provide any auxiliary aid and the Defendants did not provide any reasonable
 27

1 accommodation to the overt and obvious communication barriers, and failed to
 2 respond to Plaintiffs' requests for accommodation. Plaintiffs are not demanding that
 3 Defendants provide a specific reasonable accommodation or a specific auxiliary aid.
 4 ADA law allows the Defendants to decide what auxiliary aid and reasonable
 5 accommodation will be provided. In this case, however, Defendants failed to
 6 provide any reasonable accommodation for the overt and obvious communication
 7 barriers to equal access to their rental services, failed to provide any auxiliary aid,
 8 and failed to provide any effective communication. Plaintiffs allege that Defendants'
 9 websites provide a contact number for the general public, but Defendants failed to
 10 provide Plaintiffs with the required effective communication using texting or other
 11 alternate means of communication for Plaintiffs and other people with a deaf
 12 condition or a speech condition. Defendants' conduct discriminates against Plaintiff
 13 Club's members that have hearing disabilities and Club's members with speech
 14 disabilities. Defendants are required to provide, on Defendants' websites, to provide
 15 a method to effectively communicate with Plaintiff Club members that have hearing
 16 and speech disabilities, and other people that are deaf or have speech impairments.
 17

18 CLAIM II: **Denial of Participation**

19 36. 42 United States Code 12182(b)(1)(A)(i) states, "It shall be discriminatory to
 20 subject an individual or class of individuals on the basis of a disability or disabilities
 21 of such individual or class, directly, or through contractual, licensing, or other
 22 arrangements, to a denial of the opportunity of the individual or class to participate in
 23 or benefit from the goods, services, facilities, privileges, advantages, or
 24 accommodations of an entity." Based on the facts plead at ¶¶ 8 - 26 above and
 25 elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that
 26 Defendants violated said provision. Plaintiffs set forth the factual basis for this claim
 27
 28

most specifically at ¶¶ 20-24 above. Defendants discriminated against Plaintiffs in violation of 42 United States Code 12182(b)(1)(A)(i) and 42 U.S.C. § 12188.

///

CLAIM III: Participation in Unequal Benefit

37. Defendants provide unequal benefit for people with disabilities in violation of 42 United States Code 12182(b)(1)(A)(ii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 20-24 above.

CLAIM IV: Separate Benefit

38. Defendants' photographs discriminate against Plaintiffs in violation of 42 United States Code 12182(b)(2)(A)(iii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 20-24 above.

CLAIM V: Integrated Settings

39. Defendants' rental services are not integrated for Plaintiffs and people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants discriminated against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 20-24 above.

CLAIM VI: Failure To Modify Practices, Policies And Procedures

40. Defendants failed and refused to provide a reasonable alternative by

1 modifying its practices, policies, and procedures in that they failed to have a scheme,
 2 plan, or design to accommodate Plaintiff Club, its Club members, the individual
 3 named Plaintiff, and/or others similarly situated in utilizing Defendants' rental
 4 services, at its websites and its office at the Property, in violation of 42 United States
 5 Code 12182(b)(2)(A)(ii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
 6 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 7 allege that Defendants discriminated against Plaintiffs in violation of said provision.
 8 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 18-26 above.

9 **CLAIM VII: Failure To Remove Architectural And Communication Barriers**

10 41. Plaintiffs allege that Defendants failed to remove architectural barrier and
 11 communication barriers as required in violation of 42 United States Code
 12 12182(b)(2)(A)(iv) and 42 U.S.C. § 12182. Based on the facts plead at ¶¶ 8 - 26
 13 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 14 allege that Defendants discriminated against the named Individual Plaintiff in
 15 violation of said provision. Plaintiffs set forth the factual basis for this claim most
 16 specifically at ¶¶ 8,9,20-24,25,26 above. The named Individual Plaintiff personally
 17 reviewed all the information and photographs of Defendants' property. As a result,
 18 the named Individual Plaintiff has actual knowledge of the physical and
 19 communication barriers that exist at Defendants' Property. The named Individual
 20 Plaintiff determined that the physical barriers that exist at Defendants' property,
 21 directly relate to his disabilities, and make it impossible or extremely difficult for
 22 him to physically access Defendants' on-site rental services at the Property. The
 23 named Individual Plaintiff was deterred by his actual knowledge of the physical and
 24 communication barriers that exist at Defendants' Property which include but are not
 25 limited to the barriers to facilities for disabled parking, exterior path of travel to the
 26 office, the office entrance, and office interior, since said Defendants' facilities were
 27 not accessible because they failed to comply with the Federal ADA Accessibility
 28

Guidelines (“ADAAG”) and California's Title 24 Building Code Requirements. See ¶¶ 25 for details. The named Individual Plaintiff had actual knowledge of these barriers and determined that it would be futile gesture for him to go to the Property on the date that he had originally intended. The named Individual Plaintiff is currently deterred from returning due to his knowledge of the barriers. At the end of this action, the named Individual Plaintiff intends to return to Defendants’ physical rental office location to obtain rental information and verify that the communication and physical barriers to Defendants’ rental services are removed. Defendants failure to remove the barriers to equal access constitutes discrimination against the named Individual Plaintiff.

CLAIM VIII: Failure To Make Alterations Readily Accessible And Usable

42. Defendants are required to make alterations to their facilities in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs pursuant to 42 U.S.C. §12183(a)(2). Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the named Plaintiffs are informed, believe, and thereon allege that Defendants violated this provision. Plaintiffs allege that Defendants altered their facility in a manner that affects or could affect the usability of the facility or a part of the facility after January 26, 1992. In performing the alteration, Plaintiffs allege that Defendants failed to make the alteration in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, in violation of 42 U.S.C. §12183(a)(2).

CLAIM IX: Administrative Methods

43. Plaintiffs are informed, believe, and thereon allege that Defendants contract with website providers without making sure that the websites will be accessible to

1 people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42
 2 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
 3 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
 4 discriminated against the named Individual Plaintiff in violation of said provision.
 5 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 18-26 above.

6 CLAIM X: **Screen Out**

7 44. Plaintiffs are informed, believe, and thereon allege that Defendants screened
 8 out Plaintiffs and other people with disabilities in violation of 42 United States Code
 9 12182(b)(2)(A)(i) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
 10 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 11 allege that Defendants discriminated against the named Plaintiffs in violation of said
 12 provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 8
 13 - 26 above. Defendants screened out the named Plaintiffs from its rental services and
 14 processes, because Defendants failed to remove architectural and communication
 15 barriers to its website and physical office, failed to provide required effective
 16 alternate communication methods, and failed to provide required auxiliary aids.

17 CLAIM XI: **Denial Of Full And Equal Access**

18 45. Defendants are required to provide full and equal access to Defendants' rental
 19 services, goods, facilities, privileges, advantages, or accommodations pursuant to 42
 20 United States Code 12182(b) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶
 21 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and
 22 thereon allege that Defendants discriminated against the named Plaintiffs in violation
 23 of said provision. Plaintiffs set forth the factual basis for this claim most specifically
 24 at ¶¶ 8 - 26 above.

25 ///

26 ///

1 CLAIM XII: **Failure To Investigate And Maintain Accessible Features**

2 46. Defendants made repairs and administrative changes which violated ADA and
 3 its regulations. See ADA Title III Regulations Sec.36.211 Maintenance of accessible
 4 features. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 5 Defendants failed to provide and then maintain any accessible features in its parking,
 6 path of travel, rental office services and website rental services. Plaintiffs are
 7 informed, believe, and thereon allege that Defendants discriminated against the
 8 named Plaintiffs in violation of this provision.

9
 10 CLAIM XIII: **Association**

11 47. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 12 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
 13 against the named Plaintiffs in violation of 42 U.S.C. § 12182(b)(1)(E)

14
 15 **DISCRIMINATORY PRACTICES IN PUBLIC ACCOMMODATIONS**

16 FOURTH CAUSE OF ACTION: ONLY THE INDIVIDUALL NAMED
 17 PLAINTIFF AGAINST ALL DEFENDANTS - **CLAIMS UNDER CALIFORNIA**
 18 **ACCESSIBILITY LAWS**

19 CLAIM I: **Denial Of Full And Equal Access**

20 48. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the
 21 named Individual Plaintiff was denied full and equal access to Defendants' goods.
 22 services, facilities, privileges, advantages, or accommodations within a public
 23 accommodation owned, leased, and/or operated by Defendants as required by Civil
 24 Code Sections 54, 54.1, and specifically 54.1(d). The factual basis for this claim is at
 25 18-28 above.

26 CLAIM II: **Failure To Modify Practices, Policies And Procedures**

27 49. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 28

1 the named Individual Plaintiff was denied full and equal access to Defendants' goods.
 2 Defendants failed and refused to provide a reasonable alternative by modifying its
 3 practices, policies, and procedures in that they failed to have a scheme, plan, or
 4 design to assist Plaintiff Members and/or others similarly situated in entering and
 5 utilizing Defendants' services as required by Civil Code § 54.1. The factual basis for
 6 this claim is at 18-28 above.

7 **CLAIM III: Violation Of The Unruh Act**

8 50. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 9 the individual, the named Individual Plaintiff was denied full and equal access to
 10 Defendants' goods. Defendants violated the CA Civil Code § 51 by specifically
 11 failing to comply with Civil Code §51(f). Defendants' facility violated state
 12 disability laws, the ANSI Standards, A117, and California's Title 24 Accessible
 13 Building Code by failing to provide equal access to Defendants' facilities.
 14 Defendants did and continue to discriminate against Plaintiff Members in violation
 15 of Civil Code §§ 51(f), and 52. The factual basis for this claim is at 18-28 above.

16 **Treble Damages Pursuant To California Accessibility Laws**

17 51. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 18 only the named Individual Plaintiff prays for an award of treble damages against
 19 Defendants, and each of them, pursuant to California Civil Code sections 52(a) and
 20 54.3(a). Defendants, each of them respectively, at times prior to and including the
 21 day the named Individual Plaintiff attempted patronized Defendants' facilities and
 22 rental services, and continuing to the present time, knew that persons with physical
 23 disabilities were denied their rights of equal access. Despite such knowledge,
 24 Defendants, and each of them, failed and refused to take steps to comply with the
 25 applicable access statutes; and despite knowledge of the resulting problems and
 26 denial of civil rights thereby suffered by the named Individual Plaintiff. Defendants,
 27 and each of them, have failed and refused to take action to grant full and equal access
 28

1 to the individual Plaintiff in the respects complained of hereinabove. Defendants,
 2 and each of them, have carried out a course of conduct of refusing to respond to, or
 3 correct complaints about, denial of disabled access and have refused to comply with
 4 their legal obligations to make Defendants' public accommodation facilities and
 5 rental services accessible pursuant to the ADAAG and Title 24 of the California
 6 Code of Regulations (also known as the California Building Code). Such actions
 7 and continuing course of conduct by Defendants in conscious disregard of the rights
 8 and/or safety of the named Individual Plaintiff justify an award of treble damages
 9 pursuant to sections 52(a) and 54.3(a) of the California Civil Code.

11 **DEMAND FOR JUDGMENT FOR RELIEF:**

12 A. All named Plaintiffs seeks injunctive relief pursuant to 42 U.S.C. 3613(c) and
 13 42 U.S.C. § 12188(a). Only the named Individual Plaintiff seeks injunctive relief
 14 pursuant to CA Civil Code §52. Pursuant to 42 U.S.C. 3613(c), all Plaintiffs request
 15 this court to enjoin Defendants to cease their discriminatory practices in housing
 16 rental services, rental housing management services, and for Defendants to
 17 implement written policies and methods to respond to reasonable accommodation
 18 and reasonable modification requests. Pursuant to 42 U.S.C. § 12188(a), Plaintiffs
 19 request this Court enjoin Defendants to remove all barriers to equal access to the
 20 disabled Plaintiffs in, at, or on their facilities, including but not limited to
 21 architectural and communicative barriers in the provision of Defendants' rental
 22 services. Plaintiffs do not seek injunctive relief pursuant to Cal. Civil Code §55 and
 23 Plaintiffs do not seek attorneys' fees pursuant to Cal. Civil Code §55. Plaintiffs do
 24 not seek any relief at all pursuant to Cal. Civil Code §55.

25 B. All named Plaintiffs seek actual damages pursuant to 42 U.S.C. 3613(c).
 26 However, Plaintiff Club only seeks damages for itself. Plaintiff Club does not seek
 27 damages on behalf of its members;
 28

1 C. Only the named Individual Plaintiff seeks recovery of actual damages pursuant
2 to Cal. Civil Code §§ 52 or 54.3;

3 D. Only the named Individual Plaintiff seeks \$4,000 in minimum statutory
4 damages pursuant to Cal. Civil Code § 52 for each and every offense of Civil Code §
5 51, pursuant to Munson v. Del Taco, (June 2009) *46 Cal. 4th 661*;

6 E. In the alternative to the damages pursuant to Cal. Civil Code § 52 in Paragraph
7 C above, only the named individual Plaintiff seeks \$1,000 in minimum statutory
8 damages pursuant to Cal. Civil Code § 54.3 for each and every offense of Civil Code
9 § 54.1;

10 F. All named Plaintiffs seek attorneys' fees pursuant to 42 U.S.C. 3613(c)(2), 42
11 U.S.C. § 12205, and Cal. Civil Code §§ 52, 54.3;

12 G. Only the named individual Plaintiff seeks treble damages pursuant to Cal.
13 Civil Code §§ 52(a) or 54.3(a);

14 H. The named Plaintiffs are seeking perspective injunctive relief to require the
15 Defendants to provide obvious reasonable accommodations, to provide the required
16 auxiliary aids and to modify Defendants' procedures, practices, and policies of the
17 Defendants in the provision of Defendants' rental services. Without perspective
18 relief the Plaintiffs will suffer future harm.

19 I. All named Plaintiffs seek a Jury Trial and;

20 J. For such other further relief as the court deems proper.

21
22 Respectfully submitted:

23 LIGHTNING LAW, APC

24 Dated: July 31, 2022

25 By: /s/David C. Wakefield
26 DAVID C. WAKEFIELD, ESQ.
27 Attorney for Plaintiffs
28